

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between ELPIDO PANIAGUA ("Claimant" or "Plaintiff") and HAVANA CAFE, LLC d/b/a HAVANA CAFE RESTAURANT & LOUNGE, 1247 CASTLE HILL RESTAURANT, LLC d/b/a HAVANA CAFE RESTAURANT & LOUNGE, APR RESTAURANT LLC d/b/a HAVANA CAFE RESTAURANT & LOUNGE, KEVIN ALICEA, RAMON PEREZ, TROY PEREZ, and RUBEN RODRIGUEZ (collectively "Defendants"), (Claimant and Defendants are jointly referred to in this Settlement Agreement as the "Settling Parties"), as of May 24, 2019.

RECITALS

- A. WHEREAS, Claimant, through his attorneys, Lee Litigation Group, PLLC, has asserted claims against Defendants for alleged violations of the Fair Labor Standards Act, and related regulations, seeking, *inter alia*, alleged unpaid back wages;
- B. WHEREAS, no court has considered or determined the claims presented;
- C. WHEREAS, Defendants admit no wrongdoing, nor any liability with respect to Claimant's allegations;
- D. NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, warranties, and promises set forth below, receipt of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Settlement Compensation and Release

Defendants agree to pay Claimant the settlement amount of \$10,000.00 (the "Settlement Amount"). Within ten (10) days of the execution of the Settlement Agreement and the receipt of a duly executed Form W-9 from Lee Litigation Group, PLLC, Defendants shall deliver to Lee Litigation Group, PLLC, 148 W. 24th Street, 8th Floor, New York, NY 10011, checks that add up to the amount of \$10,000, allocated as follows:

- (i) \$6,666.67 payable to Elpido Paniagua:
 - a. \$3,333.33 payable on a Form W-2 less any applicable taxes and withholdings;
 - b. \$3,333.34 payable on a Form 1099 without any deductions or withholdings,

- (ii) \$3,333.33 payable to Lee Litigation Group, PLLC, as attorney's fees and expenses.

The parties agree that Defendants will issue a 1099 form to Lee Litigation Group, PLLC, and issue both a W-2 and a 1099 form to Claimant.

For and in consideration of the payment provided for in this Section 2, subject to the terms and provisions of this Settlement Agreement, Claimant fully, finally, irrevocably, and forever releases and discharges Defendants from all Fair Labor Standards Act ("FLSA") claims, which Claimant has or may have against Defendants as of the date of this Agreement.

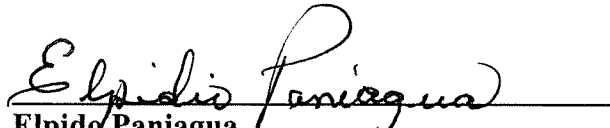
3. Cooperation. Claimant and Defendants mutually agree that they will not disparage each other and will say or do nothing to discredit the opposing party. This paragraph, though, shall not be interpreted to prevent either party from making truthful statements concerning the claims and defenses asserted in this action.

4. Headings. The Settling Parties understand and agree that the headings in this Settlement Agreement are for their convenience only, and have no legal significance.

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IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.

Plaintiff certifies as follows: I have read this agreement or it has been translated for me and I understand completely its contents. *He leído este acuerdo o ha sido traducido para mí y entiendo completamente su contenido.*


Elpidio Paniagua

Havana Cafe, LLC

By: _____
Name:
Title:

1247 Castle Hill Restaurant, LLC

By: _____
Name:
Title:

APR Restaurant LLC

By: _____
Name:
Title:

Kevin Alicea

Ramon Perez

IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.

Plaintiff certifies as follows: I have read this agreement or it has been translated for me and I understand completely its contents. *He leído este acuerdo o ha sido traducido para mí y entiendo completamente su contenido.*

Elpido Paniagua

Havana Cafe, LLC

By: _____

Name: *Ruben Rodriguez*
Title: *Principal*

1247 Castle Hill Restaurant, LLC

By: _____

Name: *Ruben Rodriguez*
Title: *Principal*

APR Restaurant LLC

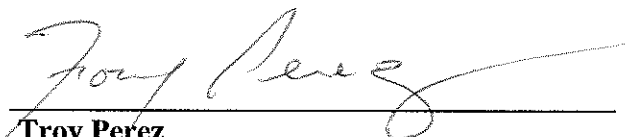
By: _____

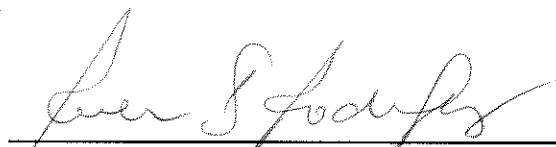
Name: *Kevin Alicea*
Title: *Principal*

Kevin Alicea

Ramon Perez

Ramon Perez


Troy Perez


Ruben Rodriguez